



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-14-0159**

PROPOSALS ARE SOLICITED FOR: **DUTCH JOHN TRAILER PAINTING PROJECT**

IMPORTANT – NOTICE TO OFFEROR:

OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF 1442 (Complete, date, and sign)
2. Schedule of Items (See Section B)
3. Delinquent Tax and Criminal Activity Certification (Attachment C)
4. Past Performance/experience information (See Section L)
5. Representations and Certifications (Complete the Representations and Certifications electronically in the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>)

Proposals may be submitted electronically to sbatkinson@fs.fed.us or by fax (801) 375-3483.

Proposals may also be mailed to: Utah Acquisition Support Center
ATTN: Shawn Atkinson
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-14-0159

IT IS **REQUIRED** THAT ALL CONTRACTOR'S BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.204-7 CENTRAL CONTRACTOR REGISTRATION FOR DETAILS ON HOW TO APPLY.

EFFECTIVE APRIL 22, 2010 – REMEMBER TO COMPLETE/UPDATE YOUR NEW FAPIIS CERTIFICATION THROUGH CCR

NOTICE - EFFECTIVE JULY 30, 2012, ACCESS FOR CCR AND ORCA REGISTRATION WILL MIGRATE TO THE SYSTEM FOR AWARD MANAGEMENT (SAM). THE WEBSITE IS <https://www.sam.gov/sam/>.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-14-0157	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09/11/2014	PAGE OF PAGES

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY UTAH ACQUISITION SUPPORT CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119	CODE	8. ADDRESS OFFER TO UTAH ACQUISITION SUPPORT CENTER ATTN: SHAWN ATKINSON 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119	
9. FOR INFORMATION CALL: ➔	A. NAME Shawn Atkinson (Contracting)	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (801) 975-3445	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Painting Trailers in Dutch John

Due date for receipt of quote/proposal is 4:30 pm MDT on Friday September 19th, 2014.

Quote shall be emailed to sbatkinson@fs.fed.us11. The Contractor shall begin performance on base item within 10 calendar days and complete it within 30 calendar days after receiving☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable.12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)☐ YES ☒ NO

12B. CALENDAR DAYS

Ten (10)

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by (hour) local time (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within ____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS



18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

84N8

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE
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STANDARD FORM 1442 BACK (REV. 4-85)

SECTION B – SERVICES AND PRICES

SCHEDULE OF ITEMS						
Dutch John Trailers Painting Project						
ITEM NUMBER	DESCRIPTION	METHOD OF MEAS	UNIT	QTY	PRICE	TOTAL
BASE BID: Paint Dutch John Trailers						
011900	Mobilization	LSQ	EA	1		
099113	Repaint Exterior of Dutch John Trailers	LSQ	EA	1		
	Total Base Bid:					

The offeror shall insert a quote in the Bid Schedule opposite each pay name listed in the Schedule. A quote is not to be tendered for any item not listed. All other items not listed are incidental to one of the items listed above.

B-2 - NOTE: Payment for bond premiums in accordance with Clause 52.232-5, Payments under Fixed-Price Construction Contracts, shall not be in addition to the contract price. Include bond payments under 15101 Mobilization. Bond premiums will be reimbursed after receipt of the evidence of payment. The remainder of the Mobilization costs will be paid as follows:

1. 50% of the lump sum, not to exceed 5% of the original contract amount, will be paid following completion of 5% of the original contract amount not including mobilization and bond premiums.
2. Payment of the remaining portion of the lump sum, up to 10% of the original contract amount, will be paid following completion of 10% of the original

contract amount not including mobilization and bond premiums.

3. Any portion of the lump sum in excess of 10% of the original contract amount will be paid after final acceptance.
4. Progress payments for mobilization and preparatory work shall be subject to retainage.

Section C - Description/Specifications/Statement of Work

GENERAL SPECIFICATIONS

DUTCH JOHN TRAILERS PAINTING PROJECT

1.1 SCOPE OF CONTRACT

- A. This project consists of painting the exterior of two single wide trailers near the Dutch John airport.
- B. Work includes the following:
 - 1. Scraping loose/peeling paint from the trim and siding of a trailers and puttying and repainting the trim and siding on both buildings.

1.2 PROJECT LOCATION

- A. The project is located in the Flaming Gorge Ranger District of the Ashley National Forest, Daggett County, Utah, in Section 12, T 2 N, R 22 E. It is located due south of Dutch John at the Dutch John Airport.

1.3 SITE INFORMATION AND LIMITATIONS

- A. The following site conditions are considered incidental to the contract and the Contractor will not be paid directly for any of the following items:
 - 1. The construction site will remain open and used by the residents during construction. The Contractor will be responsible for signing and limiting access to materials and construction areas for those in the residence.
 - 2. Use of Site: Verify locations for materials storage and construction with COR. Do not disturb portions of site beyond areas in which the COR specifies.
 - 3. There is existing electrical service for the site. The Contractor shall have permission to use existing electrical services during construction. The Contractor shall be aware of the use of electrical services, and shall limit the use of electrical services to the construction alone. The Contractor is responsible for turning off all lights and power so as not to waste electricity. The Contractor shall provide connections and extensions of services as required for construction operations.
 - 4. One of the dwellings will be occupied during the construction. The Contractor shall keep the area clean and to avoid damage to items onsite.
 - 5. Water is available at the site for construction purposes.
 - 6. The Contractor shall provide temporary toilet facilities (porta-potty) at the site during all construction work.
 - 7. Construction Hours – Hours of operation for the building prep work, painting and subsequent cleanup shall be only between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday.

1.4 TEMPORARY ACCESS

- A. Parking: Use designated areas for construction personnel as approved by the Contracting Officer. All other parking is prohibited.

1.5 WORK CAMPS, STAGING AND STORAGE AREAS

- A. Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage trailers (work) on site.
- B. No overnight camping will be allowed on site.

1.6 INSPECTION OF WORKSITE

- A. The Contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

1.7 START DATE

- A. September 2014

1.8 CONTRACT TIME

- A. 30 Calendar Days

1.9 SPECIFICATIONS

- A. The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to, or are included in payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

011250 MEASUREMENT AND PAYMENT

011900 MOBILIZATION

013300 SUBMITTALS

099113 EXTERIOR PAINTING

099310 WOOD STAINS AND TRANSPARENT FINISHES

END OF SECTION C
July2014

USDA FOREST SERVICE, R-4
DUTCH JOHN TRAILERS PAINTING PROJECT

SECTION 011250 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Measurement and payment for contract work will be made only for and under those pay items included in the Schedule of Items. All other work, labor, materials, equipment, and incidentals necessary to successfully complete the project will be considered as included in the payment for items shown. This section defines the method of measurements and basis of payment for work items listed in the Schedule of Items.
- B. When more than one class, size, type, thickness, etc. is specified in the Schedule of Items for any pay item, suffixes will be added to the item number to differentiate between the pay items.

1.2 DETERMINATION OF QUANTITIES

- A. The following measurements and calculations shall be used to determine contract quantities for payment.
 - 1. For individual construction items, longitudinal and lateral measurements for area computations shall be made horizontally or corrected to horizontal measurement unless otherwise specified. Measurements for geotextiles, netting and erosion control blankets shall be along slope lines.
 - 2. For excavation or embankment volumes, the average end area method shall be used to compute volumes. However, if in the judgment of the Contracting Officer (CO), the average end area method is impractical, measurement shall be made by volume in hauling vehicles or by other three-dimensional methods.
 - 3. For Structures, they shall be measured according to neat lines shown on the drawings or as altered by the CO, in writing, to fit field conditions.
 - 4. For items that are measured by the linear foot, such as pipe culverts, fencing, guardrail, piping, utilities, and underdrains, measurements shall be made parallel to the base or foundation upon which the structures are placed.
 - 5. For aggregates weighed for payment, the tonnage shall not be adjusted for moisture content, unless otherwise provided for.
 - 6. For standard manufactured items (such as fence, wire, plates, rolled shapes, pipe conduits) identified by gauge, weight, section dimensions, and so forth, such identifications shall be considered the nominal weights or dimensions. Unless controlled by tolerances in cited specifications, manufacturer's tolerances shall be accepted.
 - 7. For bituminous material, volumes will be measured at 60°F or will be corrected to the volume at 60°F by using ASTM D1250 for asphalts. Emulsified asphalt will

be measured at 60°F, or measured by converting the gallonage at another temperature to gallonage at 60°F by means of the following formula:

$$\text{Gallons at } 60^{\circ}\text{F} = \frac{\text{Gallons at } A^{\circ}\text{F}}{1+0.00025 (A^{\circ}\text{F} - 60^{\circ}\text{F})}$$

* A°F is the temperature of the material at the time the gallonage is measured.

- a. For vehicular shipments, net certified scale weights or weights based on certified volumes will be used as a basis of measurement. Measurements will be adjusted when bituminous material has been lost from the vehicle or the distributor, has been wasted, or has otherwise not been incorporated into this work. Determining true weights of hauling vehicles shall be made by weighing the empty vehicles at least once a day at the times the CO directs. Each vehicle shall bear a plainly legible identification mark.
 - b. When bituminous materials are shipped, net certified weights, or volume corrected for loss of foaming, can be used for computing quantities.
- B. Earthwork Tolerances - Adjustments of horizontal or vertical alignment, within the tolerances specified in this contract, or shifts of balance points up to 100 feet shall be made by the contractor as necessary to produce the designed sections and to balance earthwork. Such adjustments shall not be considered as "Changes."

1.3 UNITS OF MEASUREMENT

- A. Payment shall be by units defined and determined according to U.S. Standard measure and by the following:
1. Acre: Make longitudinal and transverse measurements for area computations horizontally.
 2. 50lb Bag: Measurement will be for the actual number of 50lb bags of standard bentonite grout.
 3. 94lb Bag: Measurement will be for the actual number of 94lb bags of standard cement or grout.
 4. Cubic Yard (CY): A measurement computed by one of the following methods:
 - a. Excavation, Embankment, or Borrow. The measurement computed by the average end area method from measurements made longitudinally along a centerline or reference line.
 - b. Material in Place or Stockpile. The measurement computed using the dimensions of the in-place material.
 - c. Material in the Delivery Vehicle. The measurement computed using measurements of material in the hauling vehicles at the point of delivery. Vehicles shall be loaded to at least their water level capacity. Leveling of the loads may be required when vehicles arrive at the delivery point.
 5. Each (EA): One complete unit, which may consist of one or more parts.
 6. Gallons (GAL): The quantity shall be measured by any of the following methods:

- a. Measured volume in container.
 - b. Metered volume by approved metering system.
 - c. Commercially package volume.
- 7. Hour (HR): Measurement will be for the actual number of hours (or fraction thereof) ordered by the Contracting Officer and performed by the contractor.
 - 8. Linear Foot (LF): Measurement of work along its length from point-to-point; parallel to the base or foundation. Do not measure overlaps.
 - 9. Lump Sum (LS): One complete unit.
 - 10. Mile: Measured horizontally along the centerline of each roadway, approach, or ramp.
 - 11. Pound (LB): For sacked or packaged material, measurement will be the net weight as packed by the manufacturer.
 - 12. Square Foot (SF): Measured on a plane parallel to the surface being measured.
 - 13. Square Yard (SY): Measured on a plane parallel to the surface being measured.
 - 14. Ton: Measured as a short ton consisting of 2,000 pounds.

1.4 METHOD OF MEASUREMENT

- A. One of the following methods of measurement for determining final payment is designated on the Schedule of Items for each pay item:
 - 1. ACTUAL QUANTITIES (AQ) - These quantities are determined from actual measurements of completed work.
 - 2. DESIGNED QUANTITIES (DQ) - These quantities denote the final number or units to be paid for under the terms of the contract. They are based upon the original design data available prior to advertising the project. Original design data include the preliminary survey information, design assumptions, calculations, drawings, and the presentation in the contract. Changes in the number of units shown in the Schedule of Items may be authorized under any of the following conditions:
 - a. As a result of changes in the work authorized by the CO.
 - b. As a result of the CO determining that errors exist in the original design that cause a pay item quantity to change by 15 percent or more.
 - c. As a result of the Contractor submitting to the CO a written request showing evidence of errors in the original design that cause a pay item quantity to change by 15 percent or more. The evidence must be verifiable and consist of calculations, drawings, or other data that show how the designed quantity is believed to be in error.
 - 3. LUMP SUM QUANTITIES (LSQ) - These quantities denote one complete unit of work as required by or described in the contract, including necessary materials, equipment, and labor to complete the job. They shall not be measured.
 - 4. STAKED QUANTITIES (SQ) - These quantities are determined from staked measurements prior to construction.
 - 5. VEHICLE QUANTITIES (VQ) - These quantities are measured or weighed in hauling vehicles.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 011250

September 2014

USDA FOREST SERVICE, R-4
DUTCH JOHN TRAILERS PAINTING PROJECT

SECTION 011900 - MOBILIZATION

PART 4 - GENERAL

4.1 SUMMARY

- A. This item is intended to compensate the Contractor for operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for payment of premiums for bonds and insurance for the project; and for any other work and operations which must be performed or costs that must be incurred incident to the initiation of meaningful work at the site and for which payment is not otherwise provided for under the contract.

4.2 MEASUREMENT AND PAYMENT

- A. The measurement shall be lump sum for mobilization. Payment shall be as follows:
 - 1. Bond premiums will be reimbursed after receipt of the evidence of payment.
 - 2. 50% of the lump sum, not to exceed 5% of the original contract amount, will be paid following completion of 5% of the original contract amount not including mobilization and bond premiums.
 - 3. Payment of the remaining portion of the lump sum, up to 10% of the original contract amount, will be paid following completion of 10% of the original contract amount not including mobilization and bond premiums.
 - 4. Any portion of the lump sum in excess of 10% of the original contract amount will be paid after final acceptance.
 - 5. Progress payments for mobilization and preparatory work shall be subject to retainage.

PART 5 - PRODUCTS (NOT USED)

PART 6 - EXECUTION (NOT USED)

END OF SECTION 011900

September 2014

USDA FOREST SERVICE, R-4
DUTCH JOHN TRAILERS PAINTING PROJECT
SECTION 013300 - SUBMITTAL PROCEDURES

PART 7 - GENERAL

7.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals. See Table 013300-1 for a summary of required submittals.
- B. See other specification section within this package for additional requirements on submittal.

7.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. The Contracting Officer (CO) reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on CO's receipt of submittal.
 - 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. CO will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Allow 14 days for processing each re-submittal.
 - 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- C. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by CO.
 - 3. Include the following information on label for processing and recording action taken:

- a. Project name.
 - b. Date.
 - c. Name and address of Contractor.
 - d. Name of manufacturer.
 - e. Unique identifier, including revision number.
 - f. Number and title of appropriate Specification Section.
 - g. Drawing number and detail references, as appropriate.
 - h. If more than one item is shown on submittal sheet, identify item.
- D. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless CO observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- F. Use for Construction: Use only final submittals with mark indicating action taken by CO in connection with construction.

7.3 MEASUREMENT AND PAYMENT

- A. No separate measurement and/or payment will be made for this section. Payment shall be included with work shown in the schedule of items.

PART 8 - PRODUCTS

8.1 ACTION SUBMITTALS – (Submittals requiring CO approval)

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. CO will return two copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Compliance with recognized trade association standards.

- g. Compliance with recognized testing agency standards.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Notation of dimensions established by field measurement.
 - 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
- D. Contractor's Construction Schedule: The contractor shall submit a Construction Schedule, for approval by CO, in accordance with the contract provisions within 5 day of commencement of work.
- E. Samples: Prepare physical units of materials or products, including the following:
 - 1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

8.2 INFORMATIONAL SUBMITTALS – (Submittals NOT requiring CO approval)

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. CO will not return copies.
 - 2. Certificates and Certifications: Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Section 014100 "Quality Control."
- B. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- C. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

- D. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- E. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

PART 9 - EXECUTION

9.1 GENERAL

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to CO.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- C. CO will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.
- E. Substitutions – Whenever materials, products, and equipment are listed by name or brand in the specifications and/or on the drawings, it is used as a measure of quality, utility, or standard. If the Contractor prefers to use any other brand or manufacturer of same quality, appearance and utility to that specified, he shall request substitution as provided below, not less than 30 days before the planned installation of the item. The Contracting Officer will approve or disapprove the request for substitution.
- F. Requests for substitutions will only be considered if contractor submits the following:
 - 1. Complete technical data including drawings, complete performance specifications, test data, samples and performance tests of the article proposed for substitution. Submit additional information if required by Contracting Officer. All items in the above information shall be circled, tagged, or marked in some way to indicate all deviations or differences which the proposed item differs from the originally specified item.
 - 2. Similar data as above for item originally specified. All items shall be marked to identify where/how the proposed substitution will differ.
 - 3. A statement by the Contractor that the proposed substitution is in full compliance with the contract documents, applicable codes, and laws.
 - 4. The Contractor shall be responsible for any effect upon related work in the project for any substitution and shall pay any additional costs generated by any substitutions.

- 9.2 SUBMITTAL SCHEDULE – Submittals shall be made as required by and called for in the drawings and specifications. The following table is a summary of the required submittals for the project - the table is to assist the Contractor and may not be all inclusive – additional submittals may be required by specific specifications:

TABLE 013000-1

Spec. Section	Section Title	Subsection	Required Submittal
013300	Submittal Procedures	2.1D	Construction Schedule
099113	Exterior Painting	1.2A	Product Data
099113	Exterior Painting	1.2B	Product List
099113	Exterior Painting	1.2C	Manufacturer's Color Palette

END OF SECTION 013300
September 20144

USDA FOREST SERVICE, R-4
DUTCH JOHN TRAILERS PAINTING PROJECT
SECTION 099113 - EXTERIOR PAINTING

PART 10 - GENERAL

10.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Steel.
 - 2. Wood.

10.2 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Product List: For each product indicated. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
- C. Manufacturer's Color Palette

10.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: **1 gal.** of each material and color applied.

10.4 MEASUREMENT AND PAYMENT

- A. Measurement and Payment shall be Lump Sum Quantity (LSQ) as shown in the Schedule of Items for the preparation and repainting of the Dutch John Trailers to be completed and ready for use. Measurement shall include all labor, equipment, and materials associated with preparing and repainting the trailers. Work includes scraping and removing all loose/peeling paint from existing exterior trim, fascia, soffit, siding, etc.. It includes repainting exterior trim, siding, skirting, doors, facias and soffits as described in the drawings and specifications. The bid shall include all components to provide a complete job, and all work items included in the drawings and specifications.

PART 11 - PRODUCTS

11.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles for the paint category indicated.

11.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: As selected by COR from manufacturer's full range.
 - 1. Siding and skirting shall be lighter earth tone colors.
 - 2. Trim, Facias, Doors and Soffit shall be darker earth tone colors .

11.3 METAL PRIMERS

- A. Primer, Galvanized, Water Based: MPI #134.
 - 1. Sherwin Williams Pro-Cryl Universal Primer.
 - 2. Behr Premium Plus Water Based Primer and Sealed.
 - 3. Approved Equal.

11.4 WOOD PRIMERS

- A. Primer, Latex for Exterior Wood: MPI #6.
 - 1. Sherwin Williams: PrepRight Pro Block Exterior Latex Wood Primer.
 - 2. Benjamin Moore Fresh Start 100% Acrylic Superior Primer.
 - 3. Approved Equal.

11.5 WATER-BASED PAINTS

- A. Latex, Exterior Flat (Gloss Level 1): MPI #10. For Siding and Skirting.
 - 1. Sherwin Williams: Duration, Flat Exterior Acrylic Latex.
 - 2. Behr, Premium Plus Ultra, Latex Flat Exterior Paint.
 - 3. Approved equal.
- B. Latex, Exterior Semi-Gloss (Gloss Level 5): MPI #11. For Trim, Doors, Fascia and Soffit.
 - 1. Behr, Premium Plus Ultra, Latex Semi-Gloss Exterior Paint.
 - 2. Sherwin Williams: Duration, Semi-Gloss Exterior Acrylic Latex.
 - 3. Approved equal.
- C. Light Industrial Coating, Exterior, Water Based, Semi-Gloss (Gloss Level 5): MPI #163.
 - 1. Sherwin Williams: All Surface Enamel, Zero VOC Acrylic Semi-Gloss.
 - 2. Approved equal.

PART 12 - EXECUTION

12.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 - 1. Scrape, sand and prep trim and siding to expose appropriate surface for new coating. Putty minor holes in siding and trim. Do not damage substrate.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

12.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
 - 2. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

12.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
- B. Do not apply to wet or damp surfaces.
- C. No exterior painting shall be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

12.4 CLEANING AND PROTECTION

- A. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

12.5 EXTERIOR PAINTING SCHEDULE

- A. Trailers: 1 Primer Coat and 2 Finish Coats
- B. Steel Substrates:
 - 1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Shop primer specified in Section where substrate is specified.

- b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), MPI #163.
- C. Galvanized-Metal Substrates:
 - 1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, galvanized, water based, MPI #134.
 - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), MPI #163.
- D. Wood Substrates: Including wood trim architectural woodwork doors windows wood siding wood-based panel products.
 - 1. Latex System:
 - a. Prime Coat: Primer, latex for exterior wood MPI #6.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior flat (Gloss Level 1), MPI #10.
 - d. Topcoat: Latex, exterior, Semi-Gloss sheen, MPI #11.

12.6 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION 099113

Agricultural Acquisition Regulation System (AGAR) Provisions and Clauses

452.211-72 Statement of Work/Specifications (Feb 1988)

452.211-73 Attachments to Statements of Work/Specifications (Feb 1988)

SECTION D – PACKAGING AND MARKING

(For this Solicitation, there are No clauses in this Section)

SECTION E – INSPECTION AND ACCEPTANCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-12 - Inspection of Construction (AUG 1996)

E.1 Inspection and Acceptance

Periodic field inspections will be made by the Contracting Officer's Representative (COR) or the COR's designated Inspector. Work not completed to contract standards shall be rejected and reworked without additional compensation to the Contractor.

SECTION F – DELIVERIES OR PERFORMANCE

Agricultural Acquisition Regulation System (AGAR) Provisions and Clauses

452.211-74 Period of Performance (FEB 1988)

The period of performance of this contract is TBD.

(End of Clause)

SECTION G – CONTRACT ADMINISTRATION DATA

52.232-5 -- Payments Under Fixed-Price Construction Contracts (Sep 2002)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(For this Solicitation, there are No clauses in this Section)

SECTION I – SOLICITATION PROVISIONS AND CONTRACT CLAUSES

52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)

52.219-6 -- Notice of Total Small Business Set-Aside (Nov 2011)

52.219-28 – Post-Award Small Business Program Rerepresentation (Jul 2013)

52.222-3 -- Convict Labor (Jun 2003)

52.222-6 -- Davis-Bacon Act (Jul 2005)

52.222-7 -- Withholding of Funds Feb (1998)

52.222-8 -- Payrolls and Basic Records (Jun 2010)

52.222-9 -- Apprentices and Trainees (Jul 2005)

52.222-10 -- Compliance with Copeland Act Requirements (Feb 1988)

52.222-11 -- Subcontracts (Labor Standards) (Jul 2005)

52.222-12 -- Contract Termination-Debarment (Feb 1988)

52.222-13 -- Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)

52.222-14 -- Disputes Concerning Labor Standards (Feb 1988)

52.222-15 -- Certification of Eligibility (Feb 1988)

52.222-21 -- Prohibition of Segregated Facilities (Feb 1999)

52.222-26 -- Equal Opportunity (Mar 2007)

52.222-50 -- Combating Trafficking in Persons (Feb 2009)

52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)

52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2001)

52.225-9 -- Buy American Act--Construction Materials (Sep 2010)

52.225-13 -- Restrictions on Certain Foreign Purchases (Jun 2008)

52.228-2 -- Additional Bond Security (Oct 1997)

52.228-11 -- Pledges of Assets (Jan 2012)

52.228-12 -- Prospective Subcontractor Requests for Bonds (Oct 1995)

52.232-23 -- Assignment of Claims (1986)

52.232-27 -- Prompt Payment for Construction Contracts (Jul 2013)

52.232-33 -- Payment by Electronic Funds Transfer-- System for Award Management (Jul 2013)

52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)

52.233-1 – Disputes (Jul 2002)

52.233-3 -- Protest After Award (1996)

52.236-2 -- Differing Site Conditions (April 1984)

52.236-3 -- Site Investigation and Conditions Affecting the Work (April 1984)

52.236-5 -- Material and Workmanship (1984)

52.236-6 -- Superintendence by the Contractor (1984)

52.236-7 -- Permits and Responsibilities

52.236-9 -- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (1984)

52.236-12 -- Cleaning Up (1984)

52.236-13 -- Accident Prevention (1991)

52.236-26 -- Preconstruction Conference (Feb 1995)

52.242-14 -- Suspension of Work (April 1984)

52.243-5 -- Changes and Changed Conditions (April 1984)

52.249-1 -- Termination for Convenience of the Government (Fixed-Price) (Short Form) (April 1984)

52.249-10 -- Default (Fixed-Price Construction) (April 1984)

52.236-27 -- Site Visit (Construction) (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.aquisition.gov/far

<http://farsite.hill.af.mil/VFagara.HTM>

(End of Provision)

Agricultural Acquisition Regulation System (AGAR) Provisions and Clauses

452.204-70 Inquiries (Feb 1988)

452.232-70 Reimbursement for Bond Premiums--Fixed-Price Construction Contracts (Nov 1996)

452.236-71 Prohibition Against the Use of Lead-Based Paint (Nov 1996)

452.236-72 Use of Premises (Nov 1996)

452.236-73 Archaeological or Historic Sites (Feb 1998)

452.236-74 Control of Erosion, Sedimentation, and Pollution (Nov 1996)

452.219-70 Size Standard and NAICS Code Information (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All

-- NAICS Code: 238320

-- Size Standard: \$14M

SECTION J – List of Attachments

Attachment A – Drawings

Attachment B – Wage Determination

Attachment C- AGAR 452.209-70

SECTION K – Representations & Certifications

52.204-8 Annual Representations and Certifications (May 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320

(2) The small business size standard is \$14M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___(B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.219-1 -- Small Business Program Representations (Apr 2012)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238320

(2) The small business size standard is \$14M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal

office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

AGAR 452.209-70 - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012)

Alternate 1 (Feb 2012)

(a.) Awards made under this solicitation are subject to the provisions contained in section 433 and 434 in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

The Offeror is ☐ , is not ☐ (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(i) The Offeror has ☐ , has not ☐ (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has ☐ , has not ☐ (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

The Offeror does ☐ , does not ☐ (check one) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

52.204-7 -- System for Award Management (July 2013)

52.204-13 -- System for Award Management Maintenance (Jul 2013)

52.211-10 -- Commencement, Prosecution, and Completion of Work (April 1984)

52.215-1 -- Instructions to Offerors -- Competitive Acquisition (Jan 2004)

52.215-5 -- Facsimile Proposals (Oct 1997)

52.215-8 -- Order of Precedence -- Uniform Contract Format (Oct 1997)

52.222-23 -- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

52.222-33 -- Notice of Requirement for Project Labor Agreement (May 2010)

52.222-34 -- Project Labor Agreement (May 2010)

52.223-6 -- Drug-Free Workplace (May 2001)

52.211-10 -- Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to

(a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than 15 days after NTP. The time stated for completion shall include final cleanup of the premises.

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sept 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

INSTRUCTIONS FOR THE PREPARATION OF PROPOSAL

Technical Proposal Instructions. The proposal shall be evaluated in accordance with the evaluation criteria listed in Section M. To assist in the evaluation of proposals, an offeror shall submit the following information:

1. Past performance list of at least three (3) recent (past three (3) years) or current projects similar in scope to this project and provide contact information for the references for each project (name, title, phone number, etc.).

2. If the offeror intends to subcontract major portions of the work, offeror shall provide a list of the subcontractors and the type of work they will be performing

Cost or Pricing Instructions. Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section B.

**Proposals/quotes shall be submitted electronically to sbatkinson@fs.fed.us.
Proposals/quotes are due by 4:30 pm MDT on Friday, September 19th.**

SECTION M--EVALUATION FACTORS FOR AWARD

A contract will be awarded to the lowest-priced technically acceptable offeror. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of “acceptable” in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical proposal of the lowest-priced offeror and will award to that offeror if the technical proposal is rated “technically acceptable”. If the lowest offeror receives a rating of “unacceptable” in any of the non-cost factors, the Government will then move on to evaluating the technical proposal of the next lowest offeror and so on until a proposal is rated “technically acceptable”. Therefore, the technical proposals of the non-low price offerors may or may not be evaluated; however, if an offeror is rated as ‘unacceptable under subfactor #2 for past performance, and if the offeror is rated as ‘acceptable’ in all other factors, the matter will be referred to the SBA for a Certificate of Competency determination, in accordance with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7)).

The following factors and subfactors will be used to determine technical acceptability:

Past Performance

Subfactor #1: Recency and relevancy of present/past performance in relation to this effort.

In order to receive a rating of “acceptable” for this subfactor, offeror must, at a minimum provide past experience on similar type projects. The past experience should indicate successes of the contractor in completing similar type work projects.

The Government considers “recent” present/past performance to be within the past 3 years
The Government considers “relevant” present/past performance to be present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

NOTE: In accordance with FAR 15.305 (a)(2)(iv), in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror shall

be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” will be considered “acceptable.”

Subfactor #2: How well the offeror performed on relevant contracts

In order to meet the minimum requirements for a rating of “acceptable” for this subfactor, the contractor must submit references from past projects as listed above. Also, references and past performance information must indicate that the offeror performed at an acceptable level.

The Government may also use past performance information obtained from other than the sources identified by the offeror. Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

PRICE: Award will be made to the lowest priced offeror that is evaluated as “acceptable” for all non-price factors.